

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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### **H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

### **H.2 DOE-H-2002 NO THIRD-PARTY BENEFICIARIES (OCT 2014)**

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

### **H.3 DEFINITIONS**

For purposes of the Section H clauses entitled, *Workforce Transition and Hiring Preferences Including through Period of Performance*, and *Workforce Transition: Plans and Timeframes*, the following definitions are applicable, unless otherwise specified:

- (a) “Contract Award Date” means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33, Solicitation, Offer and Award, or other authorized official written notice.
- (b) “Contract Effective Date” means the date noted in Block 28 of the SF 33, or as otherwise stated in the Contract or Contract Award Document.
- (c) “Contract Transition Period” means the period of performance stated in Section F of Task Order 1 – Transition, for performance of Section C.07 of this Contract.
- (d) “Incumbent Contractor” will be defined in each Task Order.
- (e) “Incumbent Employees” will be defined in each Task Order.
- (f) “Non-Incumbent Employees” means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the Notice to Proceed.
- (g) “Notice to Proceed (NTP)” means the authorization issued by the Contracting Officer to start incoming transition performance on this Contract as referenced in Contractor Human Resources Management (CHRM) clauses H.4 through H.8.

### **H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE**

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a

trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

The Contractor shall comply with the hiring preferences set forth below:

(a) The Contractor shall provide during the transition period and throughout the contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, preferences in hiring for vacancies at the at the Incumbent Contractor's Site for non-managerial positions (i.e., all those below the first line of supervision) in accordance with the hiring preferences in paragraphs (1)–(2) below, in descending order of priority, and in accordance with applicable law, any applicable collective-bargaining agreement(s), and any applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, as set forth below:

(1) The Contractor shall provide Incumbent Employees the preferences in paragraphs (i) and (ii) in descending order of priority.

(i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the contract transition Notice to Proceed date for each Task Order.

(ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.

(2) The Contractor shall give a preference in hiring to individuals who, as former employees of the Incumbent Contractor are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Incumbent Contractor's site.

(b) The Contractor shall provide, throughout each Task Order period of performance, preferences in hiring for vacancies at the Incumbent Contractor's Site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.

(1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at the Incumbent Contractor's Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the Section I clause of this Contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference," consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:

(i) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at the Incumbent Contractor's Site for which a Task Order is issued.

(ii) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.

(3) The Contractor shall give a preference in hiring to individuals who (a) were formerly employed by Incumbent Contractor at the Incumbent Contractor's Site for which a Task Order is issued; and (b) were involuntarily separated (other than for cause) from their employment who are not precluded from seeking employment by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (c) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under an individual Task Order.

(4) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Incumbent Contractor's Site for which a Task Order is issued for any reason other than for cause; (b) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position.

## **H.5 WORKFORCE TRANSITION: PLANS AND TIMEFRAMES**

(a) Workforce Transition Plan. For each Task Order, the Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Section clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section I clause DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within 10 days after NTP for each Task Order, the Contractor shall:

(i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and the Section H clause entitled, Labor Relations, and contact information for the above personnel;

(ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance;

(iii) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees,

regarding implementation of the requirements set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance.

(iv) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.

(2) Within 15 days after NTP for each Task Order, the Contractor shall:

(i) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and with the requirements of the Section H clause entitled, Labor Relations, as applicable.

(ii) Establish and provide a copy to the CO of its final written communication plan regarding:

(a) Implementation of the hiring preferences in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance; and

(b) The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after NTP for each Task Order, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.

(4) Within 60 days after NTP for each Task Order, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.

(5) For each Task Order, the Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

(i) During the Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or

(ii) On a less frequent basis, if requested by the CO.

(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

(b) Service Credit. The Contractor shall carry over leave balances and the length of service credit from Incumbent Contractor for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreements.

## H.6 WORKFORCE RESTRUCTURING

(a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

(c) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (i) The separating employee is leaving voluntarily;
- (ii) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short-term program;
- (iii) The replacement results in a net reduction in headcount and costs of regular employees; and
- (iv) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(d) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(e) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.



(f) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 30 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:

<http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension>.

(g) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(h) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

(i) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(j) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(k) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(l) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

## H.7 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014) REVISED

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, FAR 52.224-2, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not

exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

## **H.8 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)**

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor

official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

(d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

## **H.9 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)**

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy, at a minimum, the applicable labor category qualifications, both education and experience, set forth in Section J, Attachment J-3, *Position Description & Qualifications*, except as the Contracting Officer may otherwise authorize.

## **H.10 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the

appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.11 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014) REVISED**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

#### **H.12 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) REVISED**

Within 15 days after the Notice to Proceed (NTP) for the first task order, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities, and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight, and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

### **H.13 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)**

- (a) Pursuant to Executive EO 13990. Climate Crisis; Efforts to Protect Public Health and Environment and Restore Science, the DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as - (1) Alternative Fueled Vehicles and Alternative Fuels; (2) Biobased Content Products (USDA Designated Products); (3) Energy Efficient Products; (4) Non-Ozone Depleting Alternative Products; (5) Recycled Content Products (EPA Designated Products); and (6) Water Efficient Products (EPA Water Sense Labeled Products).
- (b) The Contractor should become familiar with these information resources: (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. (2) Biobased Products are described at <http://www.biopreferred.gov/>. (3) Energy efficient products are described at <http://energystar.gov/products> for Energy Star products. (4) FEMP designated products are described at <http://www.eere.energy.gov/femp/procurement> (5) Environmentally Preferable Computers are described at <http://www.epeat.net>. (6) Non-Ozone Depleting Alternative Products are described at <http://www.epa.gov/ozone/strathome.html>. (7) Water efficient plumbing fixtures are described at <http://epa.gov/watersense>.
- (c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Prescription: The

Contracting Officer shall insert the following clause in solicitations and contracts for services to be provided at a DOE-owned or - controlled site or facility. Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

#### **H.14 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)**

The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

- (1) A statement of the Contractor's policies and practices; and
- (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

An annual diversity report shall be submitted to the Contracting Officer's Representative. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

#### **H.15 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (FEB 2017) – ALTERNATE I**

Designated Federal holidays. Federal employees observe the following Federal holidays: (1) New Year's Day (2) Birthday of Martin Luther King, Jr. (3) Washington's Birthday (4) Memorial Day (5) Independence Day (6) Labor Day (7) Juneteenth (8) Columbus Day (9) Veterans Day (10) Thanksgiving Day (11) Christmas Day (12). Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or

Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

Unscheduled closures. Occasionally, an individual Federally-owned or - controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

#### **H.16 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)**

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract, including its task orders, shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.



**H.17 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) (APPLIES ONLY TO FIXED-PRICE TASK ORDERS REQUIRING WORK ON A GOVERNMENT INSTALLATION)**

(a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability - \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

**H.18 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR).

Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

#### **H.19 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)**

In accordance with the clause FAR 52.245-1, *Government Property*, if applicable, the Government will provide the property listed in each individual Task Order.

#### **H.20 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (FOR T&M TASK ORDERS)**

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the DOE for each of the Contractor's fiscal years for the life of the contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA.

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

## **H.21 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014)**

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task and/or Delivery Order, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

## **H.22 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS – ALTERNATE I (OCT 2014) REVISED**

(a) The following subcontractors have been determined to be Teaming Subcontractors:

[Offeror Fill-In]

(b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any

other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one-time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

### **H.23 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)**

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics, and artifacts.

The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.24 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

**H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)**

(a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013
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**H.26 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) REVISED**

(a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

**H.27 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

## **H.28 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., Office of Inspector General (OIG), other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the OIG.

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

### **H.29 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)**

(a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

DOE Order 470.4B	Safeguards and Security Program	7/21/11
DOE Manual 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management	7/21/11
DOE Order 205.1B, Chg. 3	Department of Energy Cyber Security Management	5/16/11

### **H.30 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014)**

(a) Pursuant to the Government Property clause of each Task Order, the Government shall, during the period of performance of each Task Order, furnish to the Contractor office space for ***(will be decided on an individual Task Order basis)***. Additional office space may be provided by the Government as necessary for Task Order performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during performance of each Task Order, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

### **H.31 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (APPLIES TO TIME-AND-MATERIAL TASK ORDERS)**

The Contractor agrees that:

- (a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.



- (b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015 entitled “Updated Guidance on Conference-Related Activities and Spending.”
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
- (1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - (2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
- (e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department’s Conference Management Tool, including:
- (1) Conference title, description, and date
  - (2) Location and venue
  - (3) Description of any unusual expenses (e.g., promotional items)
  - (4) Description of contracting procedures used (e.g., competition for space/support)
  - (5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
  - (6) Number of attendees
- (f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

- (i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
  - (ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
    - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
    - (3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- (1) Track all conference expenses.
  - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
    - (i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

### **H.32 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) REVISED**

- (a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) All extended personnel assignments must be requested, justified, and receive prior approval from the Contracting Officer. For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
  - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

- (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- (2) The Government will not reimburse any costs associated with per diem (except for in-route travel) unless the contractor employee maintains a residence at the permanent duty station.
- (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).
- (4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.
- (5) The Government will not reimburse costs associated with salary premiums that exceed 10%.
- (6) The Contractor shall include the substance of this clause, including justification and Contracting Officer approval, in all subcontracts in which travel will be reimbursed at cost.

**H.33 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) REVISED**

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel will be incorporated in the Task Order(s) as identified below (Table H-1):

**Table H-1 - Key Personnel**

Name	Position
To be designated on the Task Order level.	To be designated on the Task Order level.

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station will be identified on the Task Order level. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

(c) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(2) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel" Contract reductions for changes to Key Personnel.

(d) For all Task Orders issued under this IDIQ, any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of price according to (d)(1) or (d)(2) below.

(1) Notwithstanding the approval by the CO, any time a key person is removed, replaced, or diverted within six months of being placed in the position, the invoice payment(s) of the affected active task order(s) may be permanently reduced by **\$50,000**. A change to a key person "Beyond the Contractor's Control" shall not result in a reduction under this subsection.

(2) The Contractor may request in writing that the CO consider waiving all or part of a reduction in invoice payment(s). Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction.

### **H.34 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

(a) In performing work under this contract, the Contractor shall comply with the requirements of those DOE directives, or parts thereof listed in Section J, Attachment J-2 – Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B) or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior

to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, *Changes – Fixed-Price* for FFP task orders, and/or FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours* for T&M task orders.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

### **H.35 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014) (REVISED)**

(a) The Government may provide Government-owned and/or -leased motor vehicles for the Contractor's use in performance of this contract, including its task orders, in accordance with the clauses FAR 52.245-1, *Government Property*, and FAR 52.251-2, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or -leased motor vehicles in a responsible and safe manner to include the following requirements:(1) Use vehicles only for official purposes and solely in the performance of the contract. (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.(3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.(6) Use seat belts while operating or riding in a Government vehicle.(7) Do not use tobacco products while operating or riding in a Government vehicle.(8) Do not provide transportation to strangers or hitchhikers. (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*. (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall— (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract, including its Task Orders.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or -leased vehicles are to be provided for use by subcontractor employees.

### **H.36 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)**

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### **H.37 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)**

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on task orders awarded against this contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matter pending before Congress. This restriction in in addition to those prescribed elsewhere in statute and regulation.

**H.38 DOE-H-2077 DEPARTMENT OF ENERGY TRAINING INSTITUTE  
OCCUPATIONAL HEALTH, SAFETY, AND EMERGENCY RESPONSE (JAN  
2017)**

(a) The Contractor shall utilize the DOE Training Institute (DTI) resources to the maximum extent practical for occupational, health, safety, and emergency response training. The Contractor, as applicable, shall use DTI by utilizing the reciprocity program, instructor-certification, mobile training teams, and use of common core curriculum as applicable.

(1) Reciprocity: The DTI Training Reciprocity program evaluates and certifies training programs and core content against DOE requirements, establishing a basis for consistent training. Reciprocity reduces redundant training to improve employee mobility and project mobilization, saving time and resources. Reference DOE Policy 364.1.

(2) Common Core Curriculum: Courses in the Common Core Training Program are developed and maintained by DTI instructional designers and subject matter experts. These courses are available enterprise-wide for delivery by DTI-certified instructors. Common Core Training eliminates duplicative course development and maintenance activities while providing maximum flexibility for delivery.

(3) Instructor-Certification: The DTI Instructor Certification Program recognizes subject matter experts and experienced trainers who are qualified to deliver common core courses across the DOE enterprise. The Contractor selects instructors to be certified by DTI.

(4) Mobile Training Teams: Mobile Training Teams are available to DOE locations who do not maintain the capability to deliver a specific course. Courses are delivered by certified DTI instructors who are subject matter experts in the topical area.

(b) DTI course offerings, information on becoming a certified DTI trainer, enrollment, and contact information can be found on <https://ntc.doe.gov/>.

(c) DTI training shall be considered common core fundamental material. Contractors are expected to provide gap training needed to address site specifics identified through their approved Integrated Safety Management (ISM) Program and associated program plans required by existing DOE requirements. Gap training shall not repeat fundamental training core content.

(d) DTI training is funded by DOE with no cost to the Contractors.

(e) The Contractor shall first consider DTI for all applicable training needs and only obtain such training outside of DTI after written approval of the CO following the Contractor's written request containing the following:

(1) rationale describing in detail why DTI provided material, including contractor supplemented site specific material, is insufficient,

(2) rationale supporting the increased cost, scope, and schedule of maintaining a local course and capability for training instruction proposed in place of DTI training, and

(3) rationale as to why the loss of standardization DOE is seeking by using alternative materials is of value to the DOE. Prior to requesting CO approval, the contractor shall complete the course request form at <https://ntc.doe.gov/>. DTI will respond within 10 working days on the availability of DTI course materials that might provide the course or assist in the development of the Contractor course.

(f) This contract clause shall be flowed down to all subcontractors, and the Contractor is responsible for compliance by its employees and subcontractors.

### **H.39 DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER**

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at <https://ntc.doe.gov/>.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

### **H.40 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS**

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

### **H.41 TASK ORDERING PROCEDURE**

(a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Time and Materials (T&M).

(b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

(c) The contractor agrees that issuance of a Task Order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to



be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(d) For Task Orders exceeding \$6 million, the requirement to provide all awardees a fair opportunity to be considered for each order shall include, at a minimum:

- (1) A notice of the Task Order that includes a clear statement of the agency's requirements;
- (2) A reasonable response period;
- (3) Disclosure of the significant factors and subfactors, including price, that the agency expects to consider in evaluating proposals, and their relative importance;
- (4) Where award will be made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and
- (5) An opportunity for a post-award debriefing in accordance with FAR 16.505(b)(6).

(e) In accordance with FAR 16.505(b)(1), each awardee under the Master IDIQ will be given fair opportunity to be considered for Task Orders exceeding the micropurchase threshold, unless one of the following exceptions in FAR 16.505(b)(2) applies:

- (1) The agency need for the supplies or services is so urgent that providing fair opportunity would result in unacceptable delays;
- (2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (4) It is necessary to place an order to satisfy a minimum guarantee;
- (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source;

(f) Prior to issuing a Task Order, the CO will provide the Contractors with a Request for Task Order Proposal (RTP) including, at a minimum, the following:

- (1) A Task Order Performance Work Statement (PWS) providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
- (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (g) below);

- (4) A response time for submitting the Task Order proposal.
- (g) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (h) The Contractor's Task Order Proposals should include the following, as applicable to individual Task Orders:
  - (1) Discussion of the technical approach for performing the work;
  - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
  - (3) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
  - (4) Proposed deviations (if any) from the stated PWS requirements;
  - (5) Any other information required to determine the reasonableness of the Contractor's proposal.
  - (6) Facility Clearance documentation submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at <https://foci.anl.gov/> for Offeror, subcontractor(s) and/or joint venture if not currently cleared
  - (7) Any known delivery regarding data and/or information technology (IT) will be addressed at the task order level.
- (i) Procedures for Conducting Task Order Competitions
  - (1) Pre-proposal
    - (a) If a pre-proposal conference is held or a draft Request for Task Order Proposal (RTP) is issued, there will be an opportunity for submittal of relevant written questions and answers.
    - (b) Site visits are at the discretion of the CO. If there is an opportunity for site visits, a minimum of fourteen (14) calendar days' notice will be provided to Contractors.
    - (c) A draft RTP may request limited technical and/or limited price information.
  - (2) After submission of proposals, the following exchanges with Contractors will not necessitate exchanges with all Offerors:
    - (a) Limited exchanges to clarify (without permitting revisions) certain aspects of proposals or to resolve minor or clerical errors.
    - (b) Obtain agreement to caps on indirect rates.
    - (c) Adverse past performance information.

- (d) Substitutions of past performance references.
  - (e) Any other matters pertaining to past performance.
  - (f) Questions pertaining to locating information in proposals.
  - (g) Requests for back-up to price information.
  - (h) Questions and answers to questions concerning mathematical calculations.
- (j) Revisions to Proposals
- (1) The CO has the right to not request revised proposals from all Contractors that have submitted proposals in response to an RTP. Based upon consideration of price and technical submissions, the CO has the right to limit the number of revisions to proposals to the greatest number that will permit an efficient competition. The CO has the right to not request revisions from Contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.
- (a) The CO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is nothing in the other sections of the technical and cost proposal that would necessitate any revisions.
  - (b) The CO has the right to not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.
  - (c) All Contractors which have been requested to submit revisions will be provided a common date by which all final revisions are to be submitted.
- (2) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (1)(1) above.
- (k) Basis for Award of Task Orders: The basis for award of task orders may vary and will be described in each RTP.
- (l) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (m) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.
- (n) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:
- i. A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or

- ii. A protest of a Task Order valued in excess of \$10 million (10 U.S.C. 2304c(e)). Protests of Task Orders in excess of \$10 million may only be filed with the Government Accountability Office in accordance with the procedures at FAR 33.104.

(o) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a “fair opportunity” to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task orders under this contract, does not act in the capacity of a CO, and does not participate in the adjudication of contract disputes regarding multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

#### **H.42 DOE-H-2080 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)**

Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

Subcontracts.

(a) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(b) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(c) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

#### **H.43 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be accounted for in accordance with the terms of this Contract.

#### **H.44 CONTRACTOR EMPLOYEE TRAINING**

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and ensuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel, meeting at least the minimum qualification requirements, to be used in the performance of any Task Order issued under this Contract. DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the qualification, training, and certification requirements necessary to perform the work. Personnel assigned by the Contractor shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements under this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging orders, regulations, directives, and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training within 30 days of the issuance of task orders and at least once annually thereafter. The Contractor is responsible to complete any project training discussed in the Scope of Work or as directed by the Contracting Officer or Contracting Officer Representative. The Contractor shall ensure that every employee expected to work on this contract is adequately trained and instructed to perform the work safely and competently.

#### **H.45 U.S. DEPARTMENT OF ENERGY OFFICE OF ENVIRONMENTAL MANAGEMENT QUALITY ASSURANCE PROGRAM (QAP)**

The Contractor shall implement a DOE approved Quality Assurance Program (QAP) in accordance with the current revision as of the date of this solicitation, of the *EM QAP*, EM-QA-001.

The Contractor's QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001.

The Contractor's QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

- (a) Develop and submit, for DOE approval, a new QAP;
- (b) Adopt the prior Contractor's DOE-approved QAP (if available); or
- (c) Modify the prior Contractor's DOE-approved QAP (if available) and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a Contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1D.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

#### **H.46 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT**

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a T&M or variable component in them, which includes those contract types covered by FAR Subpart 16.3, *Cost Reimbursement Contracts*, FAR Section 16.405, *Cost Reimbursement Incentive Contracts*, and FAR Subpart 16.6, *Time and Materials, Labor Hour, and Letter Contracts*. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, *Indefinite Delivery Contracts*) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee, and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards

(GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

#### **H.47 MANAGEMENT OF ACCOUNTABLE PROPERTY**

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

#### **H.48 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S)**

The prime contractor, [*Offeror to insert name of Prime Contractor*] comprised of [*Offeror to insert names of partner companies*], is responsible for the completion of all aspects of this contract. To effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in FAR Subpart 9.5 and specifically FAR 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO, prohibited from entering a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to before placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

#### **H.49 MATERIALS**

The Contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders awarded against this contract. The Contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs shall be reimbursed up to the not-to-exceed amounts for Materials listed in the pricing schedules the applicable task order.

#### **H.50 CONSERVATION OF UTILITIES**

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. For example, the Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

## **H.51 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS**

The Contractor shall comply with energy use policies for the DOE owned or leased facility. The Contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

## **H.52 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014) (Revised)**

For each Task Order, the Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Task Order as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section L, Attachment L1, and in Section J of the Task Order. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO. A separate Performance Guarantee Agreement will be required for each Task Order awarded under the Master IDIQ Contract.

## **H.53 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section L Attachment L1 entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official

Name: [*Offeror Fill-in*]

Position: [*Offeror Fill-in*]

Company/Organization: [*Offeror Fill-in*]

Address: [*Offeror Fill-in*]

Phone: [*Offeror Fill-in*]

Facsimile: [*Offeror Fill-in*]

Email: [*Offeror Fill-in*]



Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors

Name: [*Offeror Fill-in*]

Position: [*Offeror Fill-in*]

Company/Organization: [*Offeror Fill-in*]

Address: [*Offeror Fill-in*]

Phone: [*Offeror Fill-in*]

Facsimile: [*Offeror Fill-in*]

Email: [*Offeror Fill-in*]

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

#### **H.54 INFORMATION TECHNOLOGY AND CYBER SECURITY REQUIREMENTS**

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

- (1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
- (2) 10 CFR 1004 et seq., Freedom of Information Act
- (3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
- (4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

- (1) 5 USC 552a et seq., Privacy Act

- (2) 6 USC 1 et seq., Homeland Security Organization
  - (3) 6 USC 6 et seq., Cybersecurity
  - (4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
  - (5) 17 USC 1 § 101 et seq., Subject Matter and Scope Of Copyright, Definitions
  - (6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
  - (7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
  - (8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access
  - (9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
  - (10) 31 USC § 501 et seq., Office of Management and Budget
  - (11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
  - (12) 40 USC Subtitle III et seq., Information Technology Management
  - (13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
  - (14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
  - (15) 44 USC 21 et seq., National Archives and Records Administration
  - (16) 44 USC 29 et seq., Records Management by the Archivist of the United States
  - (17) 44 USC 31 et seq., Records Management by Federal Agencies
  - (18) 44 USC 33 et seq., Disposal of Records
  - (19) 44 USC 35 et seq., Coordination of Federal Information Policy
  - (20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services
- (c) Executive Orders:
- (1) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries
  - (2) Executive Order 14028, Improving the Nation's Cybersecurity
  - (3) Executive Order 13984, Taking Additional Steps to Address the National Emergency With Respect to Significant Malicious Cyber-Enabled Activities
  - (4) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government

- (5) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
  - (6) Executive Order 13870, America's Cybersecurity Workforce
  - (7) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
  - (8) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
  - (9) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
  - (10) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
  - (11) Executive Order 13702, Creating a National Strategic Computing Initiative
  - (12) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
  - (13) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
  - (14) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
  - (15) Executive Order 13589, Promoting Efficient Spending
  - (16) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
  - (17) Executive Order 13556, Controlled Unclassified Information
  - (18) Executive Order 13526, Classified National Security Information
  - (19) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuation of Certain Federal Advisory Committees; Executive Order 13385, Continuation of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuation Of Certain Federal Advisory Committees
  - (20) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuation of Certain Federal Advisory Committees
  - (21) Executive Order 13103, Computer Software Piracy
  - (22) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information
- (d) Office of Management and Budget (OMB) Circulars/Memoranda:

- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
- (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
- (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
- (4) OMB Memorandum M-21-31, Improving the Federal Government's Investigative and Remediation Capabilities Related to Cybersecurity Incidents
- (5) OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures
- (6) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes
- (7) OMB Memorandum M-21-07 Completing the Transition to Internet Protocol Version 6 (IPv6)
- (8) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications
- (9) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)
- (10) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act
- (11) OMB Memorandum M-21-02, Fiscal Year 2020-2021 Guidance on Federal Information Security and Privacy Management Requirements
- (12) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation
- (13) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions
- (14) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity
- (15) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative
- (16) OMB Memorandum M-19-21, Transition of Electronic Records
- (17) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative
- (18) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency
- (19) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management
- (20) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government

- (21) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov
- (22) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program
- (23) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act
- (24) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
- (25) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- (26) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- (27) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability
- (28) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
- (29) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- (30) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control
- (31) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- (32) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- (33) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- (34) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- (35) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- (36) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
- (37) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- (38) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal

Websites and Web Services

- (39) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- (40) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- (41) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- (42) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)
- (43) OMB Memorandum M-12-10, Implementing PortfolioStat
- (44) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- (45) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- (46) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- (47) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- (48) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- (49) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- (50) OMB Memorandum M-10-06, Open Government Directive
- (51) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management
- (52) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- (53) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- (54) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- (55) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- (56) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for

Success

(57) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance

(58) OMB Memorandum M-04-16, Software Acquisition

(59) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources

(60) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives

(61) OMB Memorandum M-04-04, E-Authentication Guidance

(62) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002

(63) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002

(64) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update

(65) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security

(66) OMB Memorandum M-02-15, Revision of OMB Circular A-16

(67) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments

(68) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones

(69) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones

(70) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy

(71) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)

(72) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act

(73) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments

(74) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites

- (75) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"
  - (76) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
  - (77) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information
  - (78) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
  - (79) OMB Memorandum M-97-09, Interagency Support for Information Technology
  - (80) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
  - (81) OMB Memorandum M-97-02, Funding Information Systems Investments
  - (82) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives
- (1) DHS ED 21-04, Mitigate Windows Print Spooler Service Vulnerability
  - (2) DHS ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
  - (3) DHS ED 21-01, Mitigate SolarWinds Orion Code Compromise
  - (4) DHS ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
  - (5) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
  - (6) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
  - (7) DHS ED 19-01, Mitigate DNS Infrastructure Tampering
  - (8) DHS BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
  - (9) DHS BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
  - (10) DHS BOD 18-02, Securing High Value Assets
  - (11) DHS BOD 18-01, Enhance Email and Web Security
  - (12) DHS BOD 17-01, Removal of Kaspersky branded Products
  - (13) DHS BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
  - (14) DHS BOD 16-02, Threat to Network Infrastructure Devices



(f) Secretarial Memoranda

- (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
- (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
- (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
- (4) EXEC-2016-003721, Information Technology Management Reforms
- (5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements

(g) EM Requirements

- (1) DOE Enterprise Cybersecurity Program Plan
- (2) EM Cybersecurity Program Plan

**H.55 SAFETY CULTURE**

The Contractor shall embrace a strong safety culture where safe performance of work and involvement of workers in all aspects of work performance are core values that are deeply, strongly, and consistently held by managers and workers. Organizations foster that culture by leadership commitment and behaviors consistent with those values; establishing a safety conscious work environment in which employees feel free to raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

- (1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(5) Champion a culture that emphasizes the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, “Safety Culture Focus Areas and Associated Attributes.”

(i) Leadership

- (A) Demonstrated safety leadership
- (B) Risk-informed, conservative decision making
- (C) Management engagement and time in the field
- (D) Staff recruitment, selection, retention, and development
- (E) Open communication and fostering an environment free from retribution
- (F) Clear expectation and accountability

(ii) Employee/Worker Engagement

- (A) Personal commitment to everyone’s safety
- (B) Teamwork and mutual respect
- (C) Participation in work planning and improvement
- (D) Mindfulness of hazards and controls

(iii) Organizational Learning

- (A) Credibility, trust, and reporting errors and problems
- (B) Effective resolution of reported problems
- (C) Performance monitoring through multiple means
- (D) Use of operations experience
- (E) Questioning attitude

**H.56 ENERGY EMPLOYEES OCCUPATION ILLNESS COMPENSATION PROGRAM ACT OF 2000 (EEOICPA)**

(a) The EEOICPA establishes a program to provide compensation to current and former employees of the DOE, its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA. DOE’s responsibilities are implemented by the site with proper federal oversight with the budgetary, and programmatic direction assigned to the Office of Environment, Health, Safety and Security (AU-14).

(b) The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities, which includes but is not limited to:

- (1) Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;
- (2) Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;
- (3) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;
- (4) Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA program;
- (5) Perform other necessary EEOICPA related records work, as needed, including responding to records requests and site visits related to site characterization and hazard assessment work by DOL and NIOSH;
- (6) Maintain local records to track the activities conducted under EEOICPA;

The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

- (7) Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:
  - (i) Research and retrieve records needed to complete claims forms;
  - (ii) If necessary, work with corporate entities or unions to verify employment of former site workers;
  - (iii) Complete all necessary claims forms associated with the request;
  - (iv) Complete declassification, as needed, of records required for the processing of claims forms;
  - (v) Completed forms, along with any attachments, shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;
  - (vi) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:
    - (A) Research and retrieve records needed to complete claims forms;
    - (B) Complete declassification, as needed, of records required for the processing of claims form;
    - (C) Complete and sign off on all necessary claims forms associated with the request;
    - (D) Completed forms and records shall be electronically submitted to NIOSH;

- (vii) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:
- (A) Research and retrieve records needed to complete claims forms;
  - (B) Complete declassification, as needed, of records required for the processing of claims;
  - (C) Complete and sign off on all necessary claims forms associated with the request;
  - (D) Completed forms and records shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;
- (viii) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:
- (A) Research and retrieve records needed to complete claims forms;
  - (B) Complete declassification, as needed, of records required for the processing of claims form;
  - (C) Complete and sign off on all necessary claims forms associated with the request;
  - (D) Completed forms and records shall be electronically submitted to ORAU;
- (ix) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA;
- (x) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:
- (A) DOL-Employment Verification;
  - (B) Exposure Data;
  - (C) NIOSH – Requests;
  - (D) NIOSH – Supplemental Data Request;
  - (E) DAR Requests;
  - (F) DOE Exposure Requests;
- (xi) Information to be reported for the above categories includes the following:
- (A) Outstanding requests at beginning of reporting period;
  - (B) Outstanding requests at end of reporting period;
  - (C) Requests received during the reporting period;
  - (D) Requests completed during reporting period;
  - (E) Total hours;

(F) Total cost.

### **H.57 CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

(a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

(b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit

### **H.58 TRAVEL**

The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals, and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. site audits and assessments, meetings, training classes, technical meetings, and stakeholder interactions) performed on T&M task orders awarded off of this contract. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services Administration (GSA) for the locality where the Contractor employee(s) are required to perform work in connection with this contract. Travel costs shall be reimbursed up to the not-to-exceed amounts for Materials established at the task order level and ultimately listed in the pricing schedules in Section B.

### **H.59 LAWS, REGULATIONS, AND DOE DIRECTIVES**

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2 entitled, Requirements Sources and Implementing Documents, section List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.

(d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.